NEW HANOVER COUNTY
230 GOVERNMENT CENTER DRIVE, STE 165
WILMINGTON, NC 28403
Tax ID #56-6000324

ORIGINAL

Purchase Order

Fiscal Year 2024

BILL TO
SHERIFF'S OFFICE
NEW HANOVER COUNTY
3950 JUVENILE CENTER ROAD
CASTLE HAYNE, NC 28429
EMAIL: NHCSOBUSINESSOFFICE@NHCGOV.COM

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20241713 - 00**

Delivery must be made within doors of specified destination.

VENDOR
CLEARVIEW AI INC.
CLEARVIEW AI
99 WALL ST. #5730
NEW YORK, NY 10005

SHIP TO
UNIFORM PATROL DIVISION
NH COUNTY SHERIFF'S OFFICE
3950 JUVENILE CENTER ROAD
CASTLE HAYNE, NC 28429
NHCSOBUSINESSOFFICE@NHCGOV.COM

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
332-248-9824		6816	CAPT. K. BLANCHARD

Date Ordered	Vendor Number	Terms	Freight Method/Terms	Department/Location
09/26/2023	47180	Net 30 Days	FOB Destination	11032600 - SHERIFF PATROL

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	NHCSO FACIAL RECOGNITION SOFTWARE				
1	YEAR ONE OF THREE CV1: CLEARVIEW SEARCH - PRO 25 USERS ***11032600 - 700329 $12,995.00***	1.0	EACH	$12,995.00	$12,995.00
2	IMPI: IMPLEMENTATION SERVICES ONE TIME FEE INCORPORATE CONTRACT: THIS PURCHASE ORDER INCORPORATES CONTRACT# 24-0236- DATED 09/25/2023 BETWEEN VENDOR AND NEW HANOVER COUNTY BY REFERENCE AS IF FULLY SET OUT. THIS IS A THREE YEAR CONTRACT WHICH WILL BE ALLOCATED OVER A THREE YEAR PERIOD. THE FIRST YEAR INCLUDES $12,995 PLUS A $500 IMPLEMENTATION FEE. TOTAL PURCHASE ORDER NOT TO EXCEED $13,495.00 THE NEXT TWO YEARS WILL BE $12,995 EACH FOR A TOTAL CONTRACT PRICE AMOUNT OF NOT TO EXCEED $39,485.00 WITHOUT WRITTEN APPROVAL FROM NEW HANOVER COUNTY. THIS CONTRACT ALSO INCLUDES A NON-APPROPRIATION CLAUSE. ***11032600 - 700329 $500.00***	1.0	EACH	$500.00	$500.00
	********** GL SUMMARY ********** ***11032600 - 700329 $13,495.00***				

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

By: Eric P Creddle
Chief Financial Officer

* Important: Read terms and conditions provided as part of this purchase order.
When complete shipment is made, mail invoice and one copy itemizing all charges to "Bill To" Address shown above.

PO Total **$13,495.00**

New Hanover County
Terms and Conditions

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20241713 - 00

By acceptance of this purchase order, the vendor or contractor, (referred to as the seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:

1. **QUESTIONS CONCERNING THE PURCHASE ORDER**: Contact the Bill To Department shown.
2. **PURCHASE ORDER NUMBER**: The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The County will not be responsible for goods delivered exceeding $1,000 without a purchase order.
3. **PRICE**: If prices or terms do not agree with your quotation, you must notify the ordering Department immediately. All prices are quoted **F.O.B.** DESTINATION unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to the Bill To Department. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number should be referenced on all invoices.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date an invoice is received and approved by the County and not the date the invoice is printed by the vendor.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES:** New Hanover County is not Tax-Exempt. Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed without Purchasing's consent. Any unauthorized quantity is subject to rejection and return at seller's expense.
9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless New Hanover County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **INSURANCE:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for bodily injury or property damage; New Hanover County shall be named as additional insured. (b) Professional Liability insurance in an amount not less than $1,000,000 per occurrence - if providing professional services; to include Environmental Professional, if applicable. (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than $1,000,000 per occurrence as applicable. (e) Pollution Liability insurance in an amount not less than $1,000,000 per occurrence, if applicable. Certificates of Insurance shall be furnished prior to the commencement of Services to: New Hanover County, 230 Government Center Drive, Suite 125, Wilmington, NC 28403.
12. **APPLICABLE LAWS:** By the acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend New Hanover County against any loss, cost, liability or damage by reason of seller s violation of any laws.
13. **CANCELLATION:** New Hanover County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.
14. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by the County. If goods are rejected, they will be returned at seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.
15. **WARRANTY:** The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold New Hanover County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.
16. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
17. **MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that the New Hanover County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
18. **NON-DISCRIMINATION POLICY:** New Hanover County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policy.
19. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.
20. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of New Hanover County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
21. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.
22. **E-VERIFY:** As a condition of payment for services rendered under this agreement, Seller shall fully comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Seller shall verify, by affidavit, compliance with the terms of this section upon request by the County.
23. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.
24. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** By acceptance of this Purchase Order, the Vendor/Contractor agrees to comply with all applicable provision of Title 2, Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards contained in Title 2 CFR § 200 et seq.